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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/597,315	06/20/2000	ROBERT BANKS	CE08314R	7399
22917	7590	01/21/2005	EXAMINER	
MOTOROLA, INC. 1303 EAST ALGONQUIN ROAD IL01/3RD SCHAUMBURG, IL 60196			JACKSON, JENISE E	
			ART UNIT	PAPER NUMBER
			2131	

DATE MAILED: 01/21/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	Applicant No.	Applicant(s)
	09/597,315	BANKS ET AL.
	Examiner	Art Unit
	Jenise E Jackson	2131

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) Responsive to communication(s) filed on \_\_\_\_\_.
- 2a) This action is **FINAL**.                                    2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) Claim(s) 1-38 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) Claim(s) \_\_\_\_\_ is/are allowed.
- 6) Claim(s) 1-38 is/are rejected.
- 7) Claim(s) \_\_\_\_\_ is/are objected to.
- 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
  - a) All    b) Some \* c) None of:
    1. Certified copies of the priority documents have been received.
    2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
    3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) Notice of References Cited (PTO-892)
- 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.
- 4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) Notice of Informal Patent Application (PTO-152)
- 6) Other: \_\_\_\_\_.

## **DETAILED ACTION**

### **Final Action**

#### ***Claim Rejections - 35 USC § 112***

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

2. Claims 1-38 are rejected under 112 2<sup>nd</sup> for new matter. The Claims are rejected under new matter, because Applicant has claimed “a peer level service delivery”. However, it is not disclosed in the specification. The specification discloses a service delivery element that provides access to the core network, access networks, and subscriber devices connected to the access networks to which the external element is interfaced(see pg. 3). There is no mention of the service delivery element being a peer level.

#### ***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4. Claims 1-38, remain rejected under 35 U.S.C. 102(e) as being anticipated by Frailong et al(6,012,100).
5. As per claim 1, Frailong discloses an apparatus for interfacing a communication network to an external element(see col. 2, lines 24-27, 39-42), an interface device coupled to the

communication network and the external element(see col. 2, lines 28-45), the interface device including a processor stored within a memory associated with the processor(see col. 4, lines 1-18); and wherein the interface device is operable to recognize the service delivery element(see col. 4, lines 43-60, col. 8, lines 26-30, 36-63), to negotiate a security level between the service delivery element and the communication network, and to manage access by the service delivery element to the communication network(see col. 18, lines 26-54).

6. As per claim 2, Frailong discloses wherein the security level defines a level of access of the external element to the communication network(see col. 18, lines 26-55).

7. As per claim 3, Frailong discloses wherein, based upon the security level, the interface device restricts access by the external element to at least one class of data retained within the communication network(see col. 5, lines 43-58).

8. As per claim 4, Frailong discloses wherein, based upon the security level, the interface device restricts access by the external element to at least one internal function of the communication network(see col. 5, lines 43-58).

9. As per claim 5, Frailong discloses wherein based on the security level, the interface device terminates access by the external element(see col. 18, lines 26-65).

10. As per claim 6, Frailong discloses wherein the interface device provides scalable levels of access to the communication network by the external element(see col. 17, lines 39-67).

11. As per claim 7, Frailong discloses wherein the interface device includes restriction criteria associated with varying degrees of authorization to the communication network by the external element(see col. 8, lines 36-63).

12. As per claim 8, Frailong discloses wherein the restriction criteria includes one of user based privileges and network operation variables (see col. 5, lines 43-58).
13. As per claim 9, Frailong discloses wherein the interface device is operable to provide access control(see col. 18, lines 26-29).
14. As per claim 10, Frailong discloses wherein the interface device includes a tunnel communication mode(see col. 15, lines 44-53).
15. As per claim 11, Frailong discloses wherein the tunnel communication mode includes of an IP security protocol tunnel mode(see col. 15, lines 44-53).
16. As per claim 12, Frailong discloses wherein the interface device is configured to recognize a particular external element(see col. 2, lines 28-45).
17. As per claim 13, Frailong discloses wherein the interface device includes an embedded security layer(see col. 15, lines 41-43).
18. As per claim 14, Frailong discloses wherein the interface device establishes a security layer between the communication network and the external element(see col. 15, lines 25-53).
19. As per claim 15, Frailong discloses wherein the interface device is operable to establish one of a static association and a dynamic association between the external element and the communication network(see col. 16, lines 15-23, 49-67).
20. As per claim 16, Frailong discloses wherein the interface device is operable to provide an action responsive to the security level(see col. 18, lines 26-65).
21. As per claim 17, Frailong discloses wherein the interface device is operable to provide an action responsive to the security level(see col. 18, lines 26-55).

22. As per claim 18, Frailong discloses wherein the action includes one of creating a usage accounting record and providing a message(see col. 17, lines 49-67, col. 18, lines 1-25).
23. As per claim 19, Frailong discloses wherein the interface device is operable to expand access to the communication network by the external element(see col. 8, lines 36-64).
24. As per claim 20, Frailong discloses wherein the interface device expands access to the communication network by the external element subsequent to a renegotiation of the security level(see col. 5, lines 43-58).
25. As per claim 21, wherein the interface device includes a translation function(see col. 15, lines 25-30).
26. As per claim 22, is rejected under the same basis as claim 1.
27. As per claim 23, it is rejected under the same basis as claim 2.
28. As per claim 24, Frailong discloses based upon the security level, restricting access by the external element to at least one class of data retained within the communication network(see col. 18, lines 26-55).
29. As per claim 25, Frailong discloses based upon the security level, restricting access by the external element to at least one internal function of the communication network(see col. 8, lines 36-63).
30. As per claim 26, Frailong discloses based upon the security level, terminating access to the communication network by the external element(see col. 5, lines 43-58).
31. As per claim 27, Frailong discloses scaling levels of access to the communication network by the external element(see col. 15, lines 43-53).

32. As per claim 28, Frailong discloses wherein the interface device includes restriction criteria, and wherein the method includes varying degrees of authorization to the communication network by the external element in view of the restriction criteria (see col. 5, lines 43-58).

33. As per claim 29, Frailong discloses wherein the restriction criteria includes on of user based privileges and network operation variables(see col. 15, lines 44-53).

34. As per claim 30, Frailong discloses tunneling data between the external element and the communication network thorough the interface device(see col. 15, lines 44-53).

35. As per claim 31, Frailong discloses wherein the step of recognizing an external element includes recognizing a particular external element(see col. 2, lines 28-45).

36. As per claim 32, Frailong discloses establishing a security layer between the communication network and the external element(see col. 15, lines 25-53).

37. As per claim 33, Frailong discloses establishing one of a static association and a dynamic association between the external element and the communication network(see col. 16, lines 15-23, 49-67).

38. As per claim 34, Frailong discloses in response to a failure to negotiate a security level, providing an action responsive to the failure to negotiate a security level(see col. 18, lines 26-65).

39. As per claim 35, Frailong discloses wherein the action includes one of creating a usage accounting record, providing a recorded message and linking to a source of additional information(see col. 17, lines 49-67, col. 18, lines 1-25).

40. As per claim 36, Frailong discloses expanding to the communication network by the external element(see col. 2, lines 28-45).

41. As per claim 37, Frailong discloses wherein the step of expanding access to the communication network by the external element includes renegotiating the security level(see col. 13, lines 62-67, col. 14, lines 1-30).
42. As per claim 38, Frailong discloses the step of translating data communicated between the external element and the communication network(see col. 15, lines 25-30).

*Response to Amendment*

43. The Applicant states that Frailong does not disclose an interface device for interfacing a communication network to a peer level service delivery element external to the network, which interface device permits a client device to access the SDE via the communication network and obtain services from the SDE. The Examiner disagrees with the Applicant. Frailong discloses a service manager that provides services available to the interface(see col. 8, lines 26-27). The service managers of Frailong, provide a interface to the various network services(see col. 8, lines 28-30). The Applicant is arguing that Frailong does not disclose a peer level. In the specification there is not disclosed a peer level. Therefore, the limitation on the peer level is moot.
44. The Applicant states that Frailong does not disclose a metering of access to the communication network in view of the security level. The Examiner disagrees with the Applicant. Frailong discloses that the trust relationship is established by authentication and encryption mechanisms (see col. 18, lines 26-29).
45. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

*Jenise Jackson*

*E. Poise*